

FHL

Milliners = Hatters

Who:

Birth  
Date

What For:

FGS

Ped

Fannie Jane Young co John Clyden Milliners  
 " " " (B) Lasse Oliver Wale

Jacob Lance co Mary Jane Marsh

Hyrum Jones co Alice Jones Ryan

Annie Jones co

Smith

Wm McMillan & Annie Coleman for Vilate

~~Chas Marshall Alexander 1846~~ Ped only

Henry Coleman 1836 & Mary Jane Threlkeld



Dr. R R Green  
 375 E. 200 N  
 Heber City, UT 84032-1710

# Contract - - TYPE "X01"

- Dues**
- A. Unless otherwise provided by written endorsement, signed by an authorized officer of the Bureau, the subscriber agrees to pay to the Bureau through his remitting agent the following dues:
- | Membership Status                  | Monthly Dues |
|------------------------------------|--------------|
| Individual Male Subscriber         | \$1.90       |
| Individual Female Subscriber       | 2.65         |
| Subscriber and one Member          | 5.00         |
| Subscriber and two or more Members | 6.60         |
- B. Dues shall be payable in advance. The time and manner of payment thereof shall be in accord with regulations of the Bureau.
- C. The Bureau reserves the right to change the above dues on thirty (30) days notice to the subscriber or to his remitting agent as the Bureau shall elect. Continued payment by the subscriber of such dues shall be conclusive proof of his agreement to such changes. Remittance of dues to the Medical Service Bureau as above stated shall be made to the Intermountain Hospital Service Plan, Inc., as receiving agent for the Medical Service Bureau in accordance with the terms of the application form.
- D. This contract shall terminate automatically without the requirement of notice to the subscriber or to his remitting agent and shall be of no further force or effect if dues are not paid on or before the date that such dues are payable and no physician shall be required to render services or benefits hereunder to any member when dues are not paid in advance.

## ARTICLE VIII

## ARTICLE IX

- Duration of the Contract**
- A. Providing that dues are paid as provided above, the terms of this contract shall be for one month from its effective date and shall be renewed from month to month subject, however, to the right of the Bureau to terminate or modify it on thirty (30) days notice to the subscriber or to his remitting agent as the Bureau shall elect. Such termination or modification shall be effective on the date fixed in such notice but shall not affect the rights of a member then receiving services or benefits under this contract to the completion of such services or benefits.
- B. Cancellation of this contract will occur automatically upon receipt of notification of cancellation by the group. The Bureau may elect to cancel this contract at any time the group through which the subscriber is a dues paying member fails to maintain the percentage of participation required by the Bureau of all such groups at the time of the original effective date of this contract. Such cancellation automatically waives all rights of the subscriber to continuation of membership in the Bureau.
- C. When the subscriber ceases to be employed or connected with the group through which he made application for this contract and after the payment of at least one month's dues in the manner prescribed for the group, the subscriber shall be entitled, upon notice to the Bureau within fifteen (15) days from the date of termination of affiliation with the group, to make application for whatever form of membership contract the Bureau may offer at that time to such individuals paying directly to the Bureau.
- D. This contract may be terminated by the subscriber upon written notice to the Bureau. Such termination shall take effect on the first monthly anniversary of the effective date of the contract following receipt of such notice by the Bureau, and the Bureau shall refund to the subscriber any unearned dues beyond the date of termination.

## ARTICLE X

- Change of Status, Transfer, or Conversion**
- A. The subscriber must notify the Medical Service Bureau within thirty days of change in his or her own or family dependents' status under this contract resulting from the marriage, divorce, death, change of residence, birth, legal adoption, attainment of the age of 19 years by children, or entrance into or return from military service by a member.
- B. The dependent children of the subscriber and spouse who have been enrolled hereunder as family dependents upon attainment of 19 years of age or at the time of marriage whichever may first occur, or in the event of divorce of subscriber and spouse, the divorced spouse of the subscriber may apply for continuation of membership with the Bureau provided such request is made in writing to the Medical Service Bureau within thirty days from the date on which the change of status occurs and payment is made of the dues at the rate then set or thereafter established for the group or class of enrollment to which the member becomes eligible for transfer in accordance with the prevailing regulations of the Bureau.
- C. New-born children of the subscriber and spouse may at the request of the subscriber be added to this contract as members upon payment of such increased dues as may be in order, provided such request is made within thirty days from date of birth.
- D. In the event the subscriber ceases to be employed with the group through which he made application for this contract, except as a result of the cancellation of that group, his membership with the Bureau may be continued by transfer to another group, or may be converted to a direct payment contract in accordance with paragraph C of Article IX above, subject to the payment of the applicable dues.

## Reports of Service

## ARTICLE XI

Doctors of medicine participating with the Medical Service Bureau are required to furnish reports to the Medical Service Bureau, which shall remain confidential, except for the purpose of determining rights and liabilities arising under this contract, relative to diagnosis and services or benefits given the subscriber entitled to or claiming such services or benefits under this contract, and it is agreed that request for such services or benefits is authorization to the doctors of medicine to make such reports.

## Subrogation

## ARTICLE XII

In the event of any payment for services or benefits rendered a member under this contract for physical injuries caused by any third party, the Bureau shall be, and is hereby subrogated to the rights of such member to the extent of the value of the services or benefits furnished to any claim that the member may have against such third party causing such physical injuries. The acceptance by the member of such services or benefits hereunder shall constitute such subrogation, and the member shall, at the request of the Bureau, execute and deliver to it such additional evidence of subrogation as the Bureau may from time to time require. Failure by the member to execute such evidence of subrogation as may be required shall make the member liable to the Bureau for all costs and expenses heretofore incurred by it in his behalf because of such injury.

## Bureau Not Liable for Injuries

## ARTICLE XIII

The Bureau shall not be liable to a member for injuries resulting from negligence or malpractice on the part of any officer or employee or on the part of any participating physician or non-participating physician in the course of rendering services or benefits to a member.

## Notice

## ARTICLE XIV

Any notice required or permitted to be given by the Medical Service Bureau hereunder shall be deemed to have been duly given, if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the remitting agent or to the subscriber at the last address on record at the principal office of the Medical Service Bureau.

## Savings Clause

## ARTICLE XV

If any provision of this contract, or the application of such provision to any person or circumstance, shall be held invalid by any court of law having jurisdiction, the remainder of this contract or the application of such to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## Cancellation of All Preceding Contracts

## ARTICLE XVI

This contract supersedes all previous contracts heretofore issued by the Bureau and any and all such previous contracts are cancelled hereby. The payment of the dues for this contract by the subscriber hereto constitutes acceptance of this contract and waiver of any and all rights, services or benefits accrued or accruing to the subscriber under any former contract issued by this Bureau.

## Identification

## ARTICLE XVII

At the time services or benefits are required hereunder, the member shall inform the participating physician on the first visit that he is a member, and present his identification card. Failure to so notify the participating physician shall be deemed conclusively to be a waiver of all services and benefits hereunder.

## Benefits Not Assignable

## ARTICLE XVIII

Services and benefits under this contract are personal to the member and are in no way assignable.

## Headings

## ARTICLE XIX

The catchline headings in no way shall be considered to be a part of this contract, but are inserted only for purposes of convenience.

## THE MEDICAL SERVICE BUREAU OF THE UTAH STATE MEDICAL ASSOCIATION, INCORPORATED

- SALT LAKE CITY, UTAH •
- A Non-Profit Corporation Organized Under the Laws of the State of Utah •